

Joyce W. Lindauer  
State Bar No. 21555700  
Joyce W. Lindauer Attorney, PLLC  
1412 Main Street, Suite 500  
Dallas, Texas 75202  
Telephone: (972) 503-4033  
Facsimile: (972) 503-4034  
ATTORNEY FOR DEBTOR

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**IN RE:**

**PREFERRED READY-MIX LLC,**

**Debtor.**

§  
§  
§  
§  
§

**CASE NO. 21-33369**

**Chapter 11**

**DEBTOR PREFERRED READY-MIX LLC'S OBJECTION TO CLAIM OF MATTHEW  
TYSON (CLAIM NO. 13)**

**THIS IS AN OBJECTION TO YOUR CLAIM. THIS OBJECTION ASKS  
THE COURT TO DISALLOW THE CLAIM THAT YOU FILED IN THIS  
BANKRUPTCY CASE. IF YOU DO NOT FILE A RESPONSE WITHIN 30  
DAYS AFTER THE OBJECTION WAS SERVED ON YOU, YOUR CLAIM  
MAY BE DISALLOWED WITHOUT A HEARING.**

**A HEARING HAS BEEN SET ON THIS MATTER ON APRIL 22, 2022 AT  
11:00 A.M. BEFORE THE HONORABLE JEFFREY P. NORMAN, UNITED  
STATES BANKRUPTCY COURT, 515 RUSK AVENUE,  
COURTROOM 403, HOUSTON, TEXAS 77002.**

TO THE HONORABLE U.S. BANKRUPTCY JUDGE:

Comes now Preferred Ready-Mix LLC, Debtor herein (“Debtor”), and files this its Objection to Claim of Matthew Tyson, and would respectfully show this Court as follows:

### **I. JURISDICTION**

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (B).

2. Venue is proper pursuant to 28 USC § 1408 and 1409.

### **II. FACTUAL AND PROCEDURAL BACKGROUND**

3. On October 14, 2021 (“Petition Date”) the Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”).

4. The Debtor’s plan of reorganization has not yet been confirmed.

5. Matthew Tyson (the “Claimant”) filed proof of claim no. 13 in the Debtor’s case in the amount of \$57,110.21 (the “Claim”). A true and correct copy of the proof of claim is attached hereto as Exhibit “A.”

### **III. OBJECTIONS TO CLAIM**

6. The Debtor objects to the Claim for the following reasons:

a. The Debtor objects to the Claim in its entirety as the Claimant has caused irreparable harm to debtor. The harm caused to Debtor by the Claimant exceeds any and all amounts claimed against Debtor.

7. Claimant was withdrawn as a member of the Debtor due to breach of fiduciary duty, breaching verbal agreement or otherwise failing to carry out the obligations under the agreement.

8. Claimant borrowed \$30,000.00 from his father, Wayne Tyson, using Debtor's assets as collateral and absconded with the money. Claimant embezzled money from Debtor by diverting funds from the Debtor's account into his personal bank account.

9. Debtor suffered irreparable harm due to the detrimental actions by Claimant. Debtor is not indebted to Claimant as the funds embezzled from Debtor by Claimant exceeds any amounts owed to Claimant.

10. Based on the foregoing, the Debtor objects to the allowance of any part of the Claim. The Affidavit of Robert Foran is attached hereto as Exhibit "B."

WHEREFORE, PREMISES CONSIDERED, the Debtor requests the Court to enter an order disallowing the Claim and granting such other and further relief to which the Debtor may be justly entitled.

Dated: March 8, 2022.

Respectfully submitted,

/s/ Joyce W. Lindauer  
Joyce W. Lindauer  
State Bar No. 21555700  
Joyce W. Lindauer Attorney, PLLC  
1412 Main St. Suite 500  
Dallas, Texas 75202  
Telephone: (972) 503-4033  
Facsimile: (972) 503-4034  
ATTORNEYS FOR DEBTOR

**CERTIFICATE OF SERVICE**

This is to certify that on March 8, 2022, a true and correct copy of the foregoing document was served via email pursuant to the Court's ECF system upon the parties receiving electronic notice in this case listed below. The Claimant was served by United States first class certified mail, return receipt requested, at the address listed below.

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Matthew Tyson  
The Ventress Firm, P.C.  
1322 Space Park Dr., Ste C222  
Houston, TX 77058

**VIA ECF**

Robert W Berleth  
[rberleth@berlethlaw.com](mailto:rberleth@berlethlaw.com)

Allison D Byman  
[adb@bymanlaw.com](mailto:adb@bymanlaw.com), [adb@trustesolutions.net](mailto:adb@trustesolutions.net); [rww.trusteel@gmail.com](mailto:rww.trusteel@gmail.com);  
[cadbl1@trustesolutions.net](mailto:cadbl1@trustesolutions.net); [rah@bymanlaw.com](mailto:rah@bymanlaw.com)

Hector Duran, Jr  
[Hector.Duran.Jr@usdoj.gov](mailto:Hector.Duran.Jr@usdoj.gov)

Jessica Lee Hoff  
[jhoff@hofflawoffices.com](mailto:jhoff@hofflawoffices.com), [JHoff@jubileebk.net](mailto:JHoff@jubileebk.net)

Jeffery B Kaiser  
[jkaiser@kaiser-law.com](mailto:jkaiser@kaiser-law.com), [admin.three@kaiser-law.com](mailto:admin.three@kaiser-law.com)

Joyce Williams Lindauer  
[joyce@joycelindauer.com](mailto:joyce@joycelindauer.com), [dian@joycelindauer.com](mailto:dian@joycelindauer.com)

Derek W Loetzerich  
[derek@loetzerichlaw.com](mailto:derek@loetzerichlaw.com)

John June-chul Na  
[john@mnnlawfirm.com](mailto:john@mnnlawfirm.com), [pete@mnnlawfirm.com](mailto:pete@mnnlawfirm.com)

Karina Shareen  
[kshareen@twpdlaw.com](mailto:kshareen@twpdlaw.com)



Brendon D Singh

[Bsingh@ts-llp.com](mailto:Bsingh@ts-llp.com), [ecf@ctsattorneys.com](mailto:ecf@ctsattorneys.com); [corraltransinghllp@jubileebk.net](mailto:corraltransinghllp@jubileebk.net)

US Trustee

[USTPRegion07.HU.ECF@USDOJ.GOV](mailto:USTPRegion07.HU.ECF@USDOJ.GOV)

Lisa Elizabeth Ventress


[lisa@theventressfirm.com](mailto:lisa@theventressfirm.com)

/s/ Joyce W. Lindauer  
Joyce W. Lindauer

## Fill in this information to identify the case:

Debtor 1 Preferred Ready-Mix LLC

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Southern District of Texas 

Case number 21-33369

## Official Form 410

## Proof of Claim

04/19

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

## Part 1: Identify the Claim

1. Who is the current creditor?	<u>Matthew Tyson</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b> <u>Matthew Tyson</u> Name <u>5511 Olympiad Drive</u> Number Street <u>Houston TX 77041</u> City State ZIP Code Contact phone <u>832-681-0415</u> Contact email <u>matthew_tyson@yahoo.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	<b>Where should payments to the creditor be sent? (if different)</b> _____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

EXHIBIT "A"

**Part 2:** Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ 57,110.21. Does this amount include interest or other charges?  
☒ No  
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
 Limit disclosing information that is entitled to privacy, such as health care information.  
 Business purchases

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.  
**Nature of property:**  
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
☐ Fixed  
☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ \_\_\_\_\_

☐ Up to \$3,025\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$13,650\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

2/14/2022  
MM / DD / YYYY

  
Signature

Print the name of the person who is completing and signing this claim:

Name Matthew Tyson  
First name Middle name Last name

Title \_\_\_\_\_

Company \_\_\_\_\_

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 5511 Olympiad Drive  
Number Street

Houston TX 77041  
City State ZIP Code

Contact phone 832-681-0415 Email matthew tyson@yahoo.com

SUMMARY

Vehicle purchases: \$33,990.00  
    \$33,000.00 purchase price  
    \$990 associated credit card fees  
Credit card purchases: \$23,120.21  
TOTAL: \$57,110.21

## Payment Receipt

Worldwide Trucks, LLC  
3434 Greens Rd  
Houston, TX 77032

## Received From:

Preferred Ready-Mix LLC  
Preferred Ready-Mix LLC  
26311 Parkman Grove Dr  
Richmond, TX 77406

<b>Date Received</b>	09/17/2019	<b>Payment Amount</b>	\$33,000.00
<b>Payment Method</b>	Check		
<b>Check/Ref. No.</b>	9481116699		

## Invoices Paid

<b>Date</b>	<b>Number</b>	<b>Amount Applied</b>
09/17/2019	19-412	-\$33,000.00



emitter: PREFERRED READY-MIX LLC

CASHIER'S CHECK

Date 09/17/2019

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

9481116699

25-3  
440

Void after 7 years

Pay To The ORDER OF: WORLDWIDE TRUCKS

Pay: THIRTY THREE THOUSAND  
DOLLARS AND 00 CENTS

\$\*\* 33,000.00 \*\*

Do not write outside this box

Drawer: JPMORGAN CHASE BANK, N.A.

*Reginald Chambers*

Reginald Chambers, Chief Administrative Officer  
JPMorgan Chase Bank, N.A.  
Columbus, OH



For information only. Comment has no effect on bank's payment.

⑈9481116699⑈ ⑆044000037⑆ 758661375⑈



**WORLDWIDE TRUCKS, LLC**  
**3434 GREENS RD**  
**HOUSTON, TX 77032**  
**281-977-2555 Fax: 281-977-2556**

STOCK #: 18L652

**BUYER INFORMATION:**

**SALESPERSON:**

Name Preferred Ready-Mix LLC	Home Phone 832-945-1057	D.L./State ID #
Name	Work Phone	State of Issue TX
Street 26311 Parkman Grove Drive	Cell Phone 832-681-0415	Expiration Date
City, State, Zip RICHMOND, TX 77406	County FORT BEND	Date of Birth

**VEHICLE INFORMATION:**

Year 1999	Make PETERBILT	Model 357	Color 1 WHITE	Color 2 BLACK	Body Type MIXER
VIN 1NPAL90X3XD494167	Mileage EXEMPT	Cylinders 6	Transmission AUTO	Style MIXER	Stock# 18L652

**TRADE-IN INFORMATION:**

**SETTLEMENT**

Year	Make	Model	Color	VEHICLE PRICE	14,475.00	
VIN	Body Type	Mileage			N/A	
Balance Owed To				CASH PRICE	14,475.00	
Balance Owed 0.00				Sales Tax:	904.69	
Trade Allowance 0.00				Title Fee: 1,036.93 License/Registration:	N/A 1,036.93	
Good Through				Inspection Fee (state): N/A (station): N/A	0.00	
Trade #2				Deputy Service: N/A Other: 0.00	0.00	
				E-Tag Fee:	N/A	
<p><b>*The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.</b></p>				Dealer's Inventory Tax*:	33.38	
				Payoff on Trade-in:	N/A	
REMARKS:						
<p><b>**A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law.</b></p> <p>Un honorario de documentación no es un honorario oficial. Un honorario de documentación no es requerido por la ley, pero puede ser cargada al comprador como gastos de manejo de documentos relacionados con una venta. Un honorario de documentación no puede exceder una cantidad razonable acordada por las partes. Esta notificación es requerida por la ley.</p>				Documentary Fee**:	50.00	
				TOTAL DUE		16,500.00
				CREDIT	TRADE-IN ALLOWANCE	N/A
					DEPOSIT	N/A
					CASH DOWN PAYMENT	16,500.00
LIEN HOLDER INFORMATION:				TOTAL CREDIT		16,500.00
Name				BALANCE DUE <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Finance		0.00
Street				If financed, please see your installment sales contract for information about finance charge, insurance, and terms of payment (other than cash).		
City, State, Zip				<p><b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b> The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.</p>		

**INSURANCE INFORMATION:**

Company	
Agent	
Policy #	Phone

Buyer hereby declares that he/she is of legal age to transact business and that no unfair inducement has been made by Seller. This Buyer's Order and the related documents that Buyer signs contemporaneously with this Buyer's Order contain the entire agreement between Buyer and Seller relating to the sale of the motor vehicle. Any change to this agreement must be in writing and Seller must sign it.

Accepted by Authorized Dealership Representative Date 09/06/19 Buyer Date 09/06/19



# BUYERS GUIDE

**IMPORTANT:** Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

PETERBILT

357

1999

1NPAL90X3XD494167

VEHICLE MAKE

MODEL

YEAR

VEHICLE IDENTIFICATION NUMBER (VIN)

## WARRANTIES FOR THIS VEHICLE:



## AS IS – NO DEALER WARRANTY

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.



## DEALER WARRANTY



FULL WARRANTY.



LIMITED WARRANTY. The dealer will pay \_\_\_% of the labor and \_\_\_% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:

DURATION:



## NON-DEALER WARRANTIES FOR THIS VEHICLE:



MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.



MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.



OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.



SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

**ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.**

**OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS.** For information on how to obtain a vehicle history report, visit [ftc.gov/usedcars](http://ftc.gov/usedcars). To check for open safety recalls, visit [safercar.gov](http://safercar.gov). You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

**SEE OTHER SIDE** for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

Here is a list of some major defects that may occur in used vehicles.

#### Frame & Body

Frame-cracks, corrective welds, or rusted through  
Dog tracks---bent or twisted frame

#### Engine

Oil leakage, excluding normal seepage  
Cracked block or head  
Belts missing or inoperable  
Knocks or misses related to camshaft lifters and push rods  
Abnormal exhaust discharge

#### Transmission & Drive Shaft

Improper fluid level or leakage, excluding normal seepage  
Cracked or damaged case which is visible  
Abnormal noise or vibration caused by faulty transmission or drive shaft  
Improper shifting or functioning in any gear  
Manual clutch slips or chatters

#### Differential

Improper fluid level or leakage, excluding normal seepage  
Cracked or damaged housing which is visible  
Abnormal noise or vibration caused by faulty differential

#### Cooling System

Leakage including radiator  
Improperly functioning water pump

#### Electrical System

Battery leakage  
Improperly functioning alternator, generator, battery, or starter

#### Fuel System

Visible leakage

#### Inoperable Accessories

Gauges or warning devices  
Air conditioner  
Heater & Defroster

#### Brake System

Failure warning light broken  
Pedal not firm under pressure (DOT spec.)  
Not enough pedal reserve (DOT spec.)  
Does not stop vehicle in straight line (DOT spec.)  
Hoses damaged  
Drum or rotor too thin (Mfr Specs)  
Lining or pad thickness less than 1/32 inch  
Power unit not operating or leaking  
Structural or mechanical parts damaged

#### Air Bags

#### Steering System

Too much free play at steering wheel (DOT specs.)  
Free play in linkage more than 1/4 inch  
Steering gear binds or jams  
Front wheels aligned improperly (DOT specs.)  
Power unit belts cracked or slipping  
Power unit fluid level improper

#### Suspension System

Ball joint seals damaged  
Structural parts bent or damaged  
Stabilizer bar disconnected  
Spring broken  
Shock absorber mounting loose  
Rubber bushings damaged or missing  
Radius rod damaged or missing  
Shock absorber leaking or functioning improperly

#### Tires

Tread depth less than 2/32 inch  
Sizes mismatched  
Visible damage

#### Wheels

Visible cracks, damage or repairs  
Mounting bolts loose or missing

#### Exhaust System

Leakage  
Catalytic Converter

*Items to be fixed as part of sale:*

— Tires x 3

— Hopper

— Tie rod / stabilizer bar

DEALER NAME

WORLDWIDE TRUCKS, LLC

ADDRESS

3434 GREENS RD; HOUSTON, TX 77032

TELEPHONE

281-977-2555

EMAIL

FOR COMPLAINTS AFTER SALE, CONTACT:

Add name here: M-1-9

I hereby acknowledge receipt of the Buyers Guide at the closing of this sale.

Signature

Date

**IMPORTANT:** The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).



## Application for Texas Title and/or Registration

Applying for (please check one): <input checked="" type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration						<b>TAX OFFICE USE ONLY</b>		
For a corrected title or registration, check reason: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other: _____						County: _____		
Doc #: _____						SPV <input type="checkbox"/> Appraisal Value \$ _____		
1. Vehicle Identification Number 1NPAL90X3XD494167	2. Year 1999	3. Make PETERBILT	4. Body Style MIXER	5. Model 357	6. Major Color WHITE	7. Minor Color BLACK		
8. Texas License Plate No. 959	9. Odometer Reading (no tenths) EXEMPT	10. This is the Actual Mileage unless the mileage is: <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input checked="" type="checkbox"/> Exempt		11. Empty Weight	12. Carrying Capacity (if any)			
13. Applicant Type <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit				14. Applicant Photo ID Number or FEIN/EIN 83-3546341				
15. ID Type <input type="checkbox"/> U.S. Driver License/ID Card (issued by: _____) <input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> Other Military Status of Forces Photo ID								
16. Applicant First Name (or Entity Name) Preferred Ready-Mix LLC		Middle Name		Last Name		Suffix (if any)		
17. Additional Applicant First Name (if applicable)		Middle Name		Last Name		Suffix (if any)		
18. Applicant Mailing Address 26311 Parkman Grove Drive		City RICHMOND		State TX		Zip 77406		
19. Owner County of Residence FORT BEND		20. Previous Owner Name (or Entity Name) WORLDWIDE TRUCKS, LLC		City HOUSTON		State TX		
21. Dealer GDN (if applicable) P114758		22. Unit No. (if applicable)		23. Renewal Recipient First Name (or Entity Name) (if different)		Middle Name		
24. Renewal Notice Mailing Address (if different)		City		State		Zip		
25. Applicant Phone Number (optional)		26. Email (optional)		27. Registration Renewal eReminder <input type="checkbox"/> Yes (Provide Email in #26)				
28. Vehicle Location Address (if different)		City		State		Zip		
29. Multiple (Additional) Liens <input type="checkbox"/> Yes (Attach Form VTR-267)		30. Electronic Title Request <input type="checkbox"/> Yes (Cannot check #29)		31. Certified/eTitle Lienholder ID Number (if any)		32. First Lien Date (if any)		
33. First Lienholder Name (if any) NONE		Mailing Address		City		State		
34. Check only if applicable: <input type="checkbox"/> I hold Motor Vehicle Retailer's (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c)) <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number _____		<b>MOTOR VEHICLE TAX STATEMENT</b>						
35. Trade-In (if any) <input type="checkbox"/> Yes (Complete)		Year		Make		Vehicle Identification Number		
36. Additional Trade-In(s) <input type="checkbox"/> Yes								
37. Check only if applicable: <input checked="" type="checkbox"/> (a) Sales Price (\$ _____ rebate has been deducted) \$ 14,475.00 (b) Less Trade-in Amount, described in Item 35 above \$ ( 0.00 ) (c) For Dealers/Lessors/Rental ONLY – Fair Market Value Deduction, described in Item 35 above \$ ( N/A ) (d) Taxable Amount (Item a minus Item b or Item c) \$ 14,475.00 (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) \$ 904.69 (f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10% \$ 0.00 (g) Tax Paid to <u>TEXAS</u> (STATE) \$ 904.69 (h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g) \$ 0.00		<b>SALES AND USE TAX COMPUTATION</b> <input type="checkbox"/> \$90 New Resident Tax – (Previous State) _____ <input type="checkbox"/> \$5 Even Trade Tax <input type="checkbox"/> \$10 Gift Tax – Use Comptroller Form 14-317 <input type="checkbox"/> \$65 Rebuilt Salvage Fee <input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) _____ <input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) _____ <input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: _____ <input checked="" type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)						
<b>CERTIFICATION – State law makes falsifying information a third degree felony</b>								
I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable).								
Signature(s) of Seller(s), Donor(s), or Trader(s)				Printed Name(s) (Same as Signature(s))		Date		
Signature of Applicant/Owner				Printed Name (Same as Signature)		Date		
Signature(s) of Additional Applicant(s)/Owner(s)				Printed Name(s) (Same as Signature(s))		Date		



**WORLDWIDE TRUCKS, LLC**  
**3434 GREENS RD**  
**HOUSTON, TX 77032**  
**281-977-2555 Fax: 281-977-2556**

STOCK #: 18F270

**BUYER INFORMATION:**

Name Preferred Ready-Mix LLC	Home Phone 832-945-1057	D.L./State ID #
Name	Work Phone	State of Issue TX
Street 26311 Parkman Grove Drive	Cell Phone 832-681-0415	Expiration Date
City, State, Zip RICHMOND, TX 77406	County FORT BEND	Date of Birth

**SALESPERSON:**

**VEHICLE INFORMATION:**

Year 2000	Make PETERBILT	Model 357	Color 1 WHITE	Color 2 BLACK	Body Type MIXER
VIN 1NPAL00X4YD535435	Mileage EXEMPT	Cylinders 6	Transmission AUTO	Style MIXER	Stock# 18F270

**TRADE-IN INFORMATION:**

**SETTLEMENT**

Year	Make	Model	Color	VEHICLE PRICE	14,475.00
VIN	Body Type	Mileage			N/A
Balance Owed To				CASH PRICE	14,475.00
Balance Owed 0.00				Sales Tax:	904.69
Trade Allowance 0.00				Title Fee: 1,036.93 License/Registration:	N/A 1,036.93
Good Through				Inspection Fee (state): N/A (station): N/A	0.00
Trade #2				Deputy Service: N/A Other: 0.00	0.00
				E-Tag Fee:	N/A
*The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.				Dealer's Inventory Tax*:	33.38
				Payoff on Trade-in:	N/A
REMARKS:					
**A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law.				Documentary Fee**:	50.00
Un honorario de documentación no es un honorario oficial. Un honorario de documentación no es requerido por la ley, pero puede ser cargada al comprador como gastos de manejo de documentos relacionados con una venta. Un honorario de documentación no puede exceder una cantidad razonable acordada por las partes. Esta notificación es requerida por la ley.				TOTAL DUE	16,500.00
				TRADE-IN ALLOWANCE	N/A
				DEPOSIT	N/A
				CASH DOWN PAYMENT	16,500.00

**LIEN HOLDER INFORMATION:**

Name	TOTAL CREDIT	16,500.00
Street	BALANCE DUE <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Finance	0.00
City, State, Zip	If financed, please see your installment sales contract for information about finance charge, insurance, and terms of payment (other than cash).	

**INSURANCE INFORMATION:**

Company	<b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b> The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.
Agent	
Policy #	

Buyer hereby declares that he/she is of legal age to transact business and that no unfair inducement has been made by Seller. This Buyer's Order and the related documents that Buyer signs contemporaneously with this Buyer's Order contain the entire agreement between Buyer and Seller relating to the sale of the motor vehicle. Any change to this agreement must be in writing and Seller must sign it.

Accepted by Authorized Dealership Representative Date 09/06/19  
 EZ.TY-RO rev. 08/16

Buyer Date 09/06/19

Buyer Date

# BUYERS GUIDE

**IMPORTANT:** Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

PETERBILT	357	2000	1NPAL00X4YD535435
VEHICLE MAKE	MODEL	YEAR	VEHICLE IDENTIFICATION NUMBER (VIN)

## WARRANTIES FOR THIS VEHICLE:

### ☒ AS IS – NO DEALER WARRANTY

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.

### ☐ DEALER WARRANTY

☐ FULL WARRANTY.

☐ LIMITED WARRANTY. The dealer will pay \_\_\_\_% of the labor and \_\_\_\_% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:

DURATION:



## NON-DEALER WARRANTIES FOR THIS VEHICLE:

- ☐ MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.
- ☐ MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.
- ☐ OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

- ☐ SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

## ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

**OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS.** For information on how to obtain a vehicle history report, visit [ftc.gov/usedcars](http://ftc.gov/usedcars). To check for open safety recalls, visit [safercar.gov](http://safercar.gov). You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

**SEE OTHER SIDE** for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.



Here is a list of some major defects that may occur in used vehicles.

**Frame & Body**

Frame-cracks, corrective welds, or rusted through  
Dog tracks----bent or twisted frame

**Engine**

Oil leakage, excluding normal seepage  
Cracked block or head  
Belts missing or inoperable  
Knocks or misses related to camshaft lifters and push rods  
Abnormal exhaust discharge

**Transmission & Drive Shaft**

Improper fluid level or leakage, excluding normal seepage  
Cracked or damaged case which is visible  
Abnormal noise or vibration caused by faulty transmission or drive shaft  
Improper shifting or functioning in any gear  
Manual clutch slips or chatters

**Differential**

Improper fluid level or leakage, excluding normal seepage  
Cracked or damaged housing which is visible  
Abnormal noise or vibration caused by faulty differential

**Cooling System**

Leakage including radiator  
Improperly functioning water pump

**Electrical System**

Battery leakage  
Improperly functioning alternator, generator, battery, or starter

**Fuel System**

Visible leakage

**Inoperable Accessories**

Gauges or warning devices  
Air conditioner  
Heater & Defroster

**Brake System**

Failure warning light broken  
Pedal not firm under pressure (DOT spec.)  
Not enough pedal reserve (DOT spec.)  
Does not stop vehicle in straight line (DOT spec.)  
Hoses damaged  
Drum or rotor too thin (Mfr Specs)  
Lining or pad thickness less than 1/32 inch  
Power unit not operating or leaking  
Structural or mechanical parts damaged

**Air Bags**

**Steering System**

Too much free play at steering wheel (DOT specs.)  
Free play in linkage more than 1/4 inch  
Steering gear binds or jams  
Front wheels aligned improperly (DOT specs.)  
Power unit belts cracked or slipping  
Power unit fluid level improper

**Suspension System**

Ball joint seals damaged  
Structural parts bent or damaged  
Stabilizer bar disconnected  
Spring broken  
Shock absorber mounting loose  
Rubber bushings damaged or missing  
Radius rod damaged or missing  
Shock absorber leaking or functioning improperly

**Tires**

Tread depth less than 2/32 inch  
Sizes mismatched  
Visible damage

**Wheels**

Visible cracks, damage or repairs  
Mounting bolts loose or missing

**Exhaust System**

Leakage  
Catalytic Converter

*Elliot agreed to fix air TANK  
and Chute control Switch inside  
Truck and outside.*

DEALER NAME

WORLDWIDE TRUCKS, LLC

ADDRESS

3434 GREENS RD; HOUSTON, TX 77032

TELEPHONE

EMAIL

281-977-2555

FOR COMPLAINTS AFTER SALE, CONTACT:

Add name here: M-1-9

I hereby acknowledge receipt of the Buyers Guide at the closing of this sale.

Signature

Date

**IMPORTANT:** The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).

## Application for Texas Title and/or Registration

Applying for (please check one): <input checked="" type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration						<b>TAX OFFICE USE ONLY</b>		
For a corrected title or registration, check reason: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other: _____						County: _____		
Doc #: _____						<input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____		
1. Vehicle Identification Number 1NPAL00X4YD535435		2. Year 2000	3. Make PETERBILT	4. Body Style MIXER	5. Model 357	6. Major Color WHITE	7. Minor Color BLACK	
8. Texas License Plate No. 1117	9. Odometer Reading (no tenths) EXEMPT	10. This is the Actual Mileage unless the mileage is: <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input checked="" type="checkbox"/> Exempt			11. Empty Weight		12. Carrying Capacity (if any)	
13. Applicant Type <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit						14. Applicant Photo ID Number or FEIN/EIN 83-3546341		
15. ID Type <input type="checkbox"/> U.S. Driver License/ID Card (issued by: _____) <input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> Other Military Status of Forces Photo ID								
16. Applicant First Name (or Entity Name) Preferred Ready-Mix LLC		Middle Name		Last Name		Suffix (if any)		
17. Additional Applicant First Name (if applicable)		Middle Name		Last Name		Suffix (if any)		
18. Applicant Mailing Address 26311 Parkman Grove Drive		City RICHMOND		State TX		Zip 77406		19. Owner County of Residence FORT BEND
20. Previous Owner Name (or Entity Name) WORLDWIDE TRUCKS, LLC		City HOUSTON		State TX		21. Dealer GDN (if applicable) P114758		22. Unit No. (if applicable)
23. Renewal Recipient First Name (or Entity Name) (if different)		Middle Name		Last Name		Suffix (if any)		
24. Renewal Notice Mailing Address (if different)		City		State		Zip		
25. Applicant Phone Number (optional)		26. Email (optional)					27. Registration Renewal eReminder <input type="checkbox"/> Yes (Provide Email in #26)	
28. Vehicle Location Address (if different)		City		State		Zip		
29. Multiple (Additional) Liens <input type="checkbox"/> Yes (Attach Form VTR-267)		30. Electronic Title Request <input type="checkbox"/> Yes (Cannot check #29)		31. Certified/eTitle Lienholder ID Number (if any)			32. First Lien Date (if any)	
33. First Lienholder Name (if any) NONE		Mailing Address		City		State		Zip
34. Check only if applicable: <b>MOTOR VEHICLE TAX STATEMENT</b> <input type="checkbox"/> I hold Motor Vehicle Retailer's (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c)) <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number _____								
35. Trade-In (if any) <input type="checkbox"/> Yes (Complete)		Year		Make		Vehicle Identification Number		36. Additional Trade-In(s) <input type="checkbox"/> Yes
37. Check only if applicable: <b>SALES AND USE TAX COMPUTATION</b> <input checked="" type="checkbox"/> (a) Sales Price (\$ _____ rebate has been deducted) \$ 14,475.00 <input type="checkbox"/> \$90 New Resident Tax – (Previous State) _____ (b) Less Trade-in Amount, described in Item 35 above \$ ( 0.00 ) <input type="checkbox"/> \$5 Even Trade Tax (c) For Dealers/Lessors/Rental ONLY – Fair Market Value Deduction, described in Item 35 above \$ ( N/A ) <input type="checkbox"/> \$10 Gift Tax – Use Comptroller Form 14-317 (d) Taxable Amount (Item a minus Item b or Item c) \$ 14,475.00 <input type="checkbox"/> \$65 Rebuilt Salvage Fee (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) \$ 904.69 <input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) _____ (f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10% \$ 0.00 <input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) _____ (g) Tax Paid to TEXAS (STATE) \$ 904.69 <input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: _____ (h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g) \$ 0.00 <input checked="" type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)								
<b>CERTIFICATION – State law makes falsifying information a third degree felony</b>								
I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable).								
Signature(s) of Seller(s), Donor(s), or Trader(s)				Printed Name(s) (Same as Signature(s))				Date
				Robert Turner				09/06/19
Signature of Applicant/Owner				Printed Name (Same as Signature)				Date
Signature(s) of Additional Applicant(s)/Owner(s)				Printed Name(s) (Same as Signature(s))				Date



## Barclays Arrival™ World Mastercard® Statement

MATTHEW TYSON

| Account Ending 4408

| Statement Period 08/12/19-09/11/19

Page 1 of 5

## Account Activity

Previous Balance as of 08/12/19		\$0.00
Payments	-	\$0.00
Purchases	+	\$11,330.00
Fees Charged	+	\$0.00
Interest Charged	+	\$0.00
Statement Balance as of 09/11/19	=	\$11,330.00

▶ APR Details begin on page 2 in the Interest Charge Calculation section.

▶ Transaction details begin on page 2.

## Payment Information

Statement Balance:	\$11,330.00
Minimum Payment Due:	\$113.30
Payment Due Date:	10/08/19

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$39.00.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	26 years	\$31,395.00
\$433.00	3 years	\$15,588.00 (Savings = \$15,807.00)

▶ If you would like information about credit counseling services, please call 800-570-1403.

Repayment information based on activity and APR's on your account as of the closing date.

**SEE INSIDE:** You may have additional important messages inside.

## Credit Line

Total Revolving Credit Line	\$12,000.00
Includes \$4,800.00 cash advance line	
Available Revolving Credit Line as of 09/11/19	\$670.00
Available for cash advances \$670.00	

## Miles Summary

Miles Earned This Period	11,330
Total Miles Balance	11,716

▶ For details see page 3

NOTICE: SEE REVERSE SIDE OR END OF STATEMENT FOR IMPORTANT INFORMATION

## Payment Coupon

Ways to pay:



BarclaysUS.com



Barclays Mobile App



866-558-1107

1 1:59 PM ET

PAYMENT DUE BY PHONE &amp; ONLINE



Statement Balance as of 09/11/19: (account ending 4408)

\$11,330.00

Minimum Payment Due:

\$113.30

Payment Due Date:

10/08/19

----- manifest line -----  
MATTHEW TYSON  
5511 OLYMPIAD DR  
HOUSTON TX 77041-5523

Amount Enclosed: \$ \_\_\_\_\_

Make check payable to Barclays. Allow 7-10 days for USPS delivery.

Barclays  
P.O. Box 60517  
City of Industry, CA 91716-0517



☐ Check for address, email and phone changes. Complete form on the back.

559309500143440800011330011330006



## Barclays Arrival™ World Mastercard® Statement

MATTHEW TYSON

| Account Ending 4408

| Statement Period 08/12/19-09/11/19

Page 2 of 5

## Transactions

Transaction Date	Posting Date	Description	Miles	Amount
<b>Payments</b>				
		No Payment Received		\$0.00
<b>Total payments for this period</b>			<b>N/A</b>	<b>\$0.00</b>
<b>Purchase Activity for MATTHEW TYSON card ending 4408</b>				
Sep 09	Sep 10	INT*IN *PREFERRED READ 832-9451057 TX	11,330	\$11,330.00
<b>Total purchase activity for this period</b>			<b>11,330</b>	<b>\$11,330.00</b>

► To see activity after this statement period, visit [BarclaysUS.com](https://www.BarclaysUS.com)

## Fees and Interest

Transaction Date	Posting Date	Description	Amount
<b>Fees Charged</b>			
		No fees charged for this period	\$0.00
<b>Total fees for this period</b>			<b>\$0.00</b>
<b>Interest Charged</b>			
		No interest charged for this period	\$0.00
<b>Total interest for this period</b>			<b>\$0.00</b>

## 2019 Year-to-Date Totals

Total fees charged in 2019	\$0.00
Total interest charged in 2019	\$0.00

*This Year-to-date summary reflects the Fees and Interest charged on billing statements with closing dates in 2019, and does not reflect any subsequent fee and/or interest adjustments.*

## Interest Charge Calculation

Days in Billing Cycle : 31

Type of Balance	Promotional Rate End Date	Balance Subject to Interest Rate	Annual Percentage Rate (APR)	Interest Charge
<b>Purchases</b>				
Standard Purchases	—	\$1,097.11	21.99%(v)	\$0.00

► continued on page 3


## Barclays Arrival™ World Mastercard® Statement

MATTHEW TYSON

| Account Ending 4408

| Statement Period 08/12/19-09/11/19

Page 3 of 5

Type of Balance	Promotional Rate End Date	Balance Subject to Interest Rate	Annual Percentage Rate (APR)	Interest Charge
<b>Balance Transfers</b>				
Standard Balance Transfers/Checks	–	\$0.00	21.99%(v)	\$0.00
<b>Cash Advances</b>				
Standard Cash Advance	–	\$0.00	27.24%(v)	\$0.00
<b>Total</b>				<b>\$0.00</b>
 Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v) = Variable Rate that varies with the market based on the Prime Rate. See the "Important Information" section of this statement for more information about how we calculate interest.				

**AVOIDING INTEREST ON PURCHASES (GRACE PERIOD):**

If you have a 0% promotional APR on all of your Purchase balances, you can avoid paying interest on those balances during the applicable promotional period. However, pay at least your Minimum Payment Due to avoid a late fee.

If you have both Purchase balances with an APR greater than 0% and you also have other promotional balances on your Account, you can avoid paying interest on your Purchases by paying \$ 11,330.00 (this amount includes any Minimum Payment Due required to avoid a late fee). Please refer to the "Accrual of Interest and How to Avoid Paying Interest on Purchases" paragraph on the back of this Statement for further detail.

**Miles Details**

<b>Beginning Miles Balance</b>	<b>386</b>
Miles earned on qualifying purchases	11,330
<b>Ending Miles balance</b>	<b>11,716</b>

**YOUR BALANCE TRANSFER OPPORTUNITY**

You have a promotional APR balance transfer offer waiting for you - log on to BarclaysUS.com or call 866-558-1107 by October 31, 2019 to learn more. Remember, you can also transfer a balance at your standard APR and fees at any time.

## Important Information



**Information About Credit Bureau Reporting:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Annual Fee.** If your account has an annual fee, it will be billed each year. We will give you advance notice on your billing statement prior to the assessment of the annual fee. You may choose to call us at 866-558-1107 within 45 days of receiving such notice to discuss alternative products that may be available or to close your account so that the fee will not be billed. If your account is closed, any outstanding reward points or miles on your account may be forfeited at that time. Payment of the annual fee does not affect our ability to close your account and/or to limit your transactions.

**Lost or Stolen Card:** Your credit card is issued by Barclays Bank Delaware. If your card is lost or stolen, please contact us immediately at 866-558-1107 at any time.

**Payment Information:** Each billing cycle, you must pay at least the Minimum Payment Due shown on your monthly statement by its Payment Due Date. Both the Minimum Payment Due and Payment Due Date are noted on your statement and on your home page when you login to BarclaysUS.com. At any time you may pay more than the Minimum Payment Due up to the full amount you owe us, however you cannot "pay ahead". This means that if you pay more than the required Minimum Payment Due in any billing cycle or if you make more than one payment in a billing cycle, you will still need to pay the next month's required Minimum Payment Due by your next Payment Due Date. Remember to make all checks payable to Barclays. **Please allow 7 to 10 days for the U.S. Postal Service to deliver your payment to us. Upon our receipt, your available credit may not be increased by the payment amount for up to 7 days to ensure the funds from the bank on which your payment is drawn are collected and not returned.** When you provide a check as payment on this Account, you authorize us to either use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. For inquiries, please call 866-558-1107.

**Mailed Payments:** A conforming payment received by us by 5 p.m. PT will be credited to your account the day of receipt. A "conforming payment" is a payment that: 1) is mailed using the enclosed envelope and payment coupon included with this statement or mailed with a payment coupon printed from BarclaysUS.com to Barclays, P.O. Box 60517, City of Industry, CA 91716-0517; and 2) is in the form of a single, non-folded check or money order made payable in U.S. dollars from a U.S. based institution. Any payment that does not meet these requirements, or any payment with multiple checks or money orders, additional correspondence, staples, paperclips, etc. will be considered a "non-conforming payment" which may delay the crediting of the payment for up to 5 days.

**Other Payment Options:**

**Web:** Visit BarclaysUS.com to set up your payments.

**Mobile:** To download the Barclays Mobile App, text MOBILE to 53818.  
**Phone:** Call us at 866-558-1107 and we will process your payment.

All payments made via web, mobile app or pay by phone by 11:59 p.m. ET will be credited to your account that same day.

**Overnight Payments:** Send overnight courier service or U.S.P.S. Priority Mail payments to REMITCO, Card Services, Lock Box 60517, 2525 Corporate Park, Suite 250, Monterey Park, CA, 91754. A payment received at this address by 5 p.m. PT that otherwise meets the requirements of a conforming payment will be credited to your account that same day.

**How We Will Calculate Interest.** We use a method called "daily balance" (including new purchases). We calculate interest separately for each "Balance Subject to Interest Rate." These include for example, Purchases at the current rate, Balance Transfers at the current rate, Cash Advances at the current rate, and different promotional balances. Your monthly billing statement shows each "Balance Subject to Interest Rate."

To calculate interest, we first calculate a daily balance for each Balance Subject to Interest Rate. We start with the balance, for that Balance Subject to Interest Rate, as of the end of the previous day. We add any interest calculated on the previous day's balance. (This means interest is compounded daily). We add any new Purchases, Balance Transfers or Cash Advances to the appropriate balance, subtract any new payments or credits from the appropriate balance, and make other adjustments. A credit balance is treated as a balance of zero. We then multiply each daily balance by the applicable daily periodic rate. We do this for each day in the billing period. That gives us the daily interest. We add up all the daily interest for all of the daily balances to get the total interest for the billing period.

**Accrual of Interest and How to Avoid Paying Interest on Purchases.** Your due date is at least 23 days after the close of each billing cycle. On Purchases, interest begins to accrue as of the transaction date. However, you can avoid paying interest on Purchases in any given billing cycle if you pay your Statement Balance in full by the Payment Due Date. You may also avoid paying interest on Purchases if either Paragraph A or Paragraph B of this section applies to your account.

A. If you have Purchase balances with a 0% promotional APR, you can avoid paying interest on those Purchase balances during the promotional period, and the following Paragraph B will not apply to your account. (However, to avoid a late fee, pay at least your Minimum Payment Due.)

B. If you have Purchase balances with an APR that is greater than 0%, and you also have other types of promotional balances on your account, you still may be able to avoid paying interest on those balances without paying your Statement Balance in full. If this applies to your Account, you will see a Paragraph titled "Avoiding Interest on Purchases (Grace Period)" appearing directly below the Interest Charge Calculation section on the front of this Statement. This will show the amount you can pay by the Payment Due Date and still avoid interest charges on your Purchase balances. This amount may differ from your Statement Balance. It may differ because you currently have certain promotional APR

Continued on page 5

## Make Changes to your contact information below

Name

Address

City

State

Zip

Home Phone

Work Phone

Email Address



balances, and the nonpayment of these balances will not affect your grace period on Purchases, provided you pay all other balances on your account. (However, to avoid a late fee, pay at least your Minimum Payment Due.)

For Balance Transfers, interest will accrue from the transaction date which generally will be the day the payee accepts the Check. For Cash Advances, interest will accrue from the transaction date which generally will be the day you take the Cash Advance. Please note that purchases of Cash Equivalents, which include money orders, travelers checks, foreign currency, lottery tickets, gambling chips and wire transfers, are treated as Cash Advances and do not have a grace period. See your Cardmember Agreement for more information.

**Minimum Interest Charge:** This fee, if imposed, appears in the Summary of Fees as a "Minimum Interest Charge" or "Minimum Charge."

**No Pre-Set Spending Limit:** "No Pre-Set Spending Limit" does not mean unlimited spending, it means we may permit you from time to time at our discretion to make certain charges that will cause your outstanding balance to exceed your revolving credit line. Any such charge will be considered on an individual basis and such evaluation will be based on your account spending and payment history as well as your experience with other creditors. If you exceed your revolving credit line, then you must pay, with your Minimum Payment Due, the amount by which your balance exceeds your revolving credit line, including amounts due to Purchases, Cash Advances, Interest charges, Fees, or other charges.

**Credit Bureau Disputes:** If you believe that an entry we have made on your credit bureau report is inaccurate or incomplete, please contact the reporting agency directly or contact us at Card Services, P.O. Box 8803 Wilmington, DE 19899-8801. Please include your name; your account number; the credit reporting agency where you received the bureau report; a description of the error; and why you believe it is an error. We will promptly investigate, notify you of our findings, and send an update to the credit bureaus if warranted within 30 days.

#### What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Card Services  
P.O. Box 8802  
Wilmington, DE 19899-8802.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors **in writing**. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

#### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us **in writing** at:

Card Services  
P.O. Box 8802  
Wilmington, DE 19899-8802.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Please refer to your Cardmember Agreement for additional information about the terms of your Account.

\*2019 Barclays Bank Delaware, member FDIC

## Citi® Double Cash Card



MATTHEW W TYSON

Member Since 2015 Account number ending in: 2396

Billing Period: 09/10/19-10/08/19

www.citicards.com

Customer Service 1-855-473-4583

TTY-hearing-impaired services only 1-800-325-2865

BOX 6500 SIOUX FALLS, SD 57117

## OCTOBER STATEMENT

Minimum payment due: **\$114.00**  
 New balance as of 10/08/19: **\$7,587.68**  
 Payment due date: **11/06/19**

To avoid paying interest on purchases, you should pay \$7,587.68 by the due date.

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$39 and your APRs may be increased up to the Penalty APR of 29.99%.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on the statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	22 year(s)	\$16,668
\$257	3 year(s)	\$9,252 (Savings=\$7,416)

For information about credit counseling services, call 1-877-337-8187.

## Account Summary

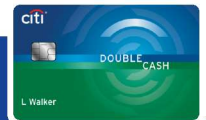
Previous balance \$2,620.41  
 Payments -\$15,339.30  
 Credits -\$0.00  
 Purchases +\$20,280.70  
 Cash advances +\$0.00  
 Fees +\$0.00  
 Interest +\$25.87

**New balance \$7,587.68**

## Credit Limit

Credit limit \$22,000  
 Includes \$2,600 cash advance limit  
 Available credit \$14,412  
 Includes \$2,600 available for cash advances

## CASH REWARDS SUMMARY



**Your Cash Rewards:**  
**\$631.75**

» See page 2 for more information about your rewards

For Payments, send check to: CITI CARDS, PO BOX 78045, Phoenix, AZ, 85062-8045



P.O. Box 6004  
 Sioux Falls, SD 57117-6004

Your Monthly Statement  
 is Enclosed

Pay your bill from virtually anywhere  
 with the Citi Mobile® App and Citi® Online



To download:  
 Text 'App15' to MyCiti (692484)  
 or go to your device's app store.  
 Or visit [www.citicards.com](http://www.citicards.com)

Minimum payment due **\$114.00**  
 New balance **\$7,587.68**  
 Payment due date **11/06/19**

Amount enclosed: \$

Account number ending in 2396

Please make check payable to CITI CARDS.

MATTHEW W TYSON  
 5511 OLYMPIAD DR  
 HOUSTON TX 77041-5523

CITI CARDS  
 PO BOX 78045  
 Phoenix, AZ 85062-8045

MATTHEW W TYSON

TTY-hearing-impaired services only 1-800-325-2865

**Account Summary**

Trans. date	Post date	Description	Amount
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**Payments, Credits and Adjustments**

	10/08	PAYMENT THANK YOU	-\$10,500.00
	09/23	ONLINE PAYMENT, THANK YOU	-\$4,839.30

**Promo Purchase-Offer 4 (1.990%)**

09/09	09/10	AIKEN REEVES & COMPAN 2813771010 TX	\$61.00
09/09	09/10	AIKEN REEVES & COMPAN 2813771010 TX	\$149.42
09/09	09/10	INT*IN*PREFERRED READ 832-9451057 TX	\$11,330.00
09/13	09/13	HOW MANY EXTENSION 5152023078 IA	\$14.95
09/17	09/17	VDP CANCUN DP CLT 6196832470 NV	\$4,839.30
09/20	09/20	AIKEN REEVES & COMPAN 2813771010 TX	\$41.11
09/23	09/23	AUCTIONS UNLIMITED HOUSTON TX	\$152.00
09/23	09/23	SQU*SQ*H & G WELDDING New Caney TX	\$1,800.00
09/26	09/26	LL AUCTIONS 7132486186 TX	\$154.44
09/27	09/27	SPL*ESTATE LIQUIDATOR DEER PARK TX	\$29.10
10/02	10/02	O'REILLY AUTO PARTS 55 HOUSTON TX	\$8.60
10/02	10/02	O'REILLY AUTO PARTS 55 HOUSTON TX	\$30.25
10/02	10/02	CORTES WORLD TRUCK PAR MISSOURI CITY TX	\$102.53
10/03	10/03	O'REILLY AUTO PARTS 55 HOUSTON TX	\$6.68
10/03	10/03	WM SUPERCENTER #872 PEARLAND TX	\$17.80
10/03	10/03	AIKEN REEVES & COMPAN 2813771010 TX	\$18.67
10/03	10/03	SUNBELT RENTALS #559 HOUSTON TX	\$49.80
10/03	10/03	CRB TOWING HOUSTON TX	\$715.05
10/03	10/03	SQ *SQ*E.D.S Houston TX	\$760.00

**Fees charged**

<b>Total fees charged in this billing period</b>	<b>\$0.00</b>
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**Interest charged**

Date	Description	Amount
10/08	INTEREST CHARGED TO RTSALEOFFER	\$25.87

<b>Total interest charged in this billing period</b>	<b>\$25.87</b>
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**2019 totals year-to-date**

Total fees charged in 2019	<b>\$12.27</b>
Total interest charged in 2019	<b>\$91.93</b>

**Interest charge calculation**Days in billing cycle: **29**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
<b>PURCHASES</b>			
Standard Purch	16.74% (V)	\$0.00 (D)	\$0.00
RtSaleOffer 4	1.99%	\$16,369.47 (D)	\$25.87
(Promotional Rate Expires 02/03/20)			
<b>ADVANCES</b>			
Standard Adv	26.99% (V)	\$0.00 (D)	\$0.00

**CASH REWARDS SUMMARY****TOTAL CASH REWARDS BALANCE:****\$631.75**

Previous Balance:	\$275.55
Earned this Period:	\$356.20
<b>Total Earned this Period:</b>	<b>\$356.20</b>
<b>Redeemed this Period:</b>	<b>\$0.00</b>
<b>Ending Rewards Balance:</b>	<b>\$631.75</b>

**THE TWO WAYS TO EARN!****Cash Back on Purchases**

Eligible Purchases:	\$20,280.70
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Cash Back on Purchases Earned:	\$202.81
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**Cash Back on Payments**

Eligible Payments:	\$15,339.30
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Cash Back on Payments Earned:	\$153.39
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**PURCHASE TRACKER AND HOW CASH BACK ON PAYMENTS WORKS**

1. Total Payment Made: \$15,339.30  
*Note: payments are eligible up to the amount in your Purchase Tracker*
2. Purchase Tracker: \$21,810.58
3. Eligible Payment: \$15,339.30
4. Cash Back on Payments Earned: \$153.39
5. Ending Purchase Tracker: \$6,471.28

**Purchase Tracker** - When you make a purchase, that amount goes into your Purchase Tracker. Balance transfers, cash advances, fees and interest are not included. Make an eligible payment and the Purchase Tracker gets reduced by that amount. When the Purchase Tracker reaches \$0, you won't earn cash back on payments until more purchases are made. See Terms & Conditions for details.

**Questions? Time to Redeem?**  
Visit [citi.com](http://citi.com) or call 1-855-473-4583  
Bonus cash back may take 1-2 billing periods to appear on your statement.

[www.citicards.com](http://www.citicards.com)

**Customer Service 1-855-473-4583**

Page 3 of 3

**MATTHEW W TYSON**

TTY-hearing-impaired services only 1-800-325-2865

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions).

### Account messages

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Discover it® Card

Account number ending in 9083

Open Date: Aug 26, 2019- Close Date: Sep 25, 2019

Cardmember Since 2015

Page 1 of 4

## ACCOUNT SUMMARY

Previous Balance		\$0.00
Payments and Credits	+	\$0.00
Purchases	+	\$11,330.00
Balance Transfers	+	\$0.00
Cash Advances	+	\$0.00
Fees Charged	+	\$0.00
Interest Charged	+	\$0.00
New Balance		\$11,330.00

See Interest Charge Calculation section following the Transactions section for detailed APR information

Credit Line	\$12,500
Credit Line Available	\$1,170
Cash Advance Credit Line	\$2,000
Cash Advance Credit Line Available	\$1,170

You may be able to avoid interest on Purchases. See reverse for details.

## PAYMENT INFORMATION

**New Balance** **\$11,330.00**

Minimum Payment Due \$227.00

Payment Due Date October 20, 2019

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$39.00.

## REWARDS

**Cashback Bonus®** Anniversary Month

Opening Balance \$ 0.78

New Cashback Bonus This Period

Everywhere Else + \$ 113.30

Redeemed This Period - \$ 0.00

**Cashback Bonus Balance** **\$ 114.08**

 To learn more, log in at [Discover.com](http://Discover.com)


Track recent FICO® Scores on our mobile app or online



**Please see Notice of Changes  
to Your Payment Address**

**NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION**
**Make Check payable to Discover. Do Not Send Cash.**

Please fold on the perforation below, detach and return with your payment.

**Payment Coupon**

Please do not fold, clip or staple.


**Pay Online**
[Discover.com](http://Discover.com)

**Pay by Phone**

1-800-347-3085

Account number ending in	9083
Minimum Payment Due	\$227.00
New Balance	\$11,330.00
Payment Due Date	October 20, 2019
Amount enclosed	\$ <input type="text"/>

 MATTHEW W TYSON  
 5511 OLYMPIAD DR  
 HOUSTON TX 77041-5523

 PO BOX 790213  
 ST. LOUIS, MO 63179-0213

Phone and Internet payments must be received before midnight ET on your due date to be credited as of the same day.

**Address, e-mail or telephone changed?** Note changes on reverse side.

000001986623519844893113300000100000022700



**Important Information**

See your Cardmember Agreement. Your Cardmember Agreement contains all the terms of your Account.

**Lost or stolen cards.** Report immediately! Call **1-800-347-3085**.

**What To Do If You Think You Find A Mistake On Your Statement:**

If you think there is an error on your statement, write to us at Discover, PO Box 30421, Salt Lake City, UT 84130-0421, or submit the form provided at <https://discover.com/billingerrornotice>. You must contact us within 60 days after the error appeared on your statement. You may call us, but if you do we are not required to investigate any potential errors, and you may have to pay the amount in question. The Billing Rights Notice further explains your rights. Please see your Cardmember Agreement or visit <https://discover.com/billingrights> for a copy of this Notice.

**Payments.** You may pay all or part of your Account balance at any time. However, you must pay at least the Minimum Payment Due by the Payment Due Date. Send only your allowable form of payment ("Payment") and the bottom portion of this statement in the envelope provided, after affixing postage. Payments sent without proper postage will be returned to the sender. If you pay by check, you authorize us to use information on your check to make an electronic fund transfer from your account at the financial institution indicated on your check or to process the payment as a check transaction. If a Payment is processed as an electronic fund transfer, the transfer will be for the amount of the check, funds may be withdrawn from your account as soon as the same day we receive your check, and you will not receive your check back.

**Please do not send cash.** Sending cash is not allowed. The processing of your allowable form of Payment may be delayed if you send cash or correspondence with your Payments, if you send the Payment to any other address, or if you use an envelope other than the one provided. Payments received at our processing facility by 5PM local time on any day will be credited to your Account as of that day. Payments received at our processing facility after 5PM local time will be credited to your Account as of the next day. If you have misplaced your envelope, send your Payment to Discover, PO Box 6103, Carol Stream, IL 60197-6103. Please allow 7-10 days for delivery. If your Payment is returned unpaid, we reserve the right to resubmit it as on electronic debit. Payments made online or by phone will be credited as of the day of receipt if made by Midnight ET on the Payment Due Date or 5PM ET on any other day.

You can also make a Payment or set up automatic payments by calling 1-800-347-3085. Automatic payments for the billing period shown on your statement will be deducted on the Payment Due Date shown on that statement, or the next automatic payment date referred to on your statement, unless you request a recurring payment date that occurs before your Payment Due Date. If your scheduled payment date falls on a weekend or bank holiday, your payment will be processed the business day prior to the weekend or bank holiday. In order to schedule monthly payments by telephone, you will need this statement and your bank account information. You will be asked to provide the last four (4) digits of the social security number of the primary borrower as your electronic signature. By providing those numbers, you will be agreeing to this authorization to allow us and your bank to deduct each payment you authorize, in the amount selected by you, from your bank account. You also authorize us to initiate debit or credit entries to your bank account, as applicable, to correct an error in the processing of such payment. You can cancel a scheduled payment by phone at 1-800-347-3085 or by mail at Discover, PO Box 30421, Salt Lake City, UT 84130-0421; payment cancellations must be received before 5 PM ET of the scheduled withdrawal date.

If your payments may vary in amount, we will tell you on each monthly billing statement when your payment will be made and how much it will be. You must ensure that sufficient funds are available in your bank account, and all transactions must comply with U.S. law.

You can set automatic payments for: (i) statement New Balance, (ii) statement Minimum Payment Due, (iii) statement Minimum Payment Due plus a fixed dollar amount, or (iv) other dollar amount. If your scheduled "Other dollar amount" payment is not enough to cover the Minimum Payment Due as listed on your monthly billing statement, your scheduled payment for that month will be increased to cover the Minimum Payment Due. If the scheduled payment is greater than the Minimum Payment Due, any excess will be applied in accordance with your Cardmember Agreement. If your scheduled payment is greater than the New Balance on your billing statement, that payment will be processed only for the amount of your New Balance. Your automatic payment amount may be less than the amount indicated on the billing statement based on credits or payments after the Close Date.

If you enroll by phone in our automatic payment service, please fill-in the following blanks below and retain the authorization for your records.

Amount: ☐ Full Pay ☐ Min Pay ☐ Min Pay+ \$ \_\_\_\_\_;  
☐ Other Amount\$ \_\_\_\_\_; Bank Routing #: \_\_\_\_\_;  
 Bank Account # \_\_\_\_\_;  
 Monthly on the ☐ Payment Due Date  
☐ \_\_\_\_\_ Day of month (insert date)

**Credit Reporting.** We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. We normally report the status and payment history of your Account to credit reporting agencies each month. If you believe that our report is inaccurate or incomplete, please write us at this address: Discover, PO Box 15316, Wilmington, DE 19850-5316. Please include your name, address, home telephone number and Account number.

**Paying Interest.** Your due date is at least 25 days after the close of each billing period (at least 23 days for billing periods that begin in February). We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers as of the later of the Transaction Date or the first day of the billing period in which the transaction posted to your Account.

**How We Calculate Interest Charges.** We Use the Daily Balance Method (including current transactions) to calculate the Balance Subject to Interest Rate. For more information, please call us at 1-800-347-3085.

**Balance Subject to Interest Rate.** Your statement shows a Balance Subject to Interest Rate. It shows this for each transaction category. The Balance Subject to Interest Rate is the average of the daily balances during the billing period.

**Credit Balances.** If your Account has a credit balance, the amount is shown on the front of your billing statement. A credit balance is money that is owed to you. You may make charges against this amount if your Account is open. We will send you a refund of any remaining balance of \$1.00 or more after 6 months, or as otherwise required by applicable law, or upon request made to the address in the Contact Us section on page 3 of your billing statement.

**Balance Transfers.** Balance Transfers are offered at our discretion and accrue interest at the standard purchase rate unless we tell you otherwise.

Discover may monitor and/or record telephone calls between you and Discover representatives for quality assurance purposes.

The Discover® card is issued by Discover Bank, Member FDIC. DIT23-26.0218

# CHANGE OF ADDRESS

If correct on front, do not use. Please print clearly in blue or black ink, in the space provided.

Street Address	<input type="text"/>	Home Phone	<input type="text"/>
	<input type="text"/>	Work Phone	<input type="text"/>
City	<input type="text"/>	Email	<input type="text"/>
State, Zip	<input type="text"/>		

To make changes to your address, email or telephone number, visit [Discover.com](https://discover.com)

Continued on next page



Discover it® Card

Account number ending in 9083

Open Date: Aug 26, 2019 - Close Date: Sep 25, 2019

Page 3 of 4

## CONTACT US



Web  
Access your  
account securely  
at Discover.com



Mobile  
Manage your  
account anytime,  
anywhere at  
m.Discover.com



Phone  
1-800-347-3085  
TDD 1-800-347-7449



Inquiry  
Discover  
PO Box 30943  
Salt Lake City  
UT 84130



Mail Payments  
Discover  
PO Box 6103  
Carol Stream  
IL 60197-6103

## Transactions

	Trans. Date	Post Date			
Travel/Entertainment	Sep 9	Sep 9	IN *PREFERRED READY-MI 832-9451057 TX ANJ89U65	\$	11,330.00
Fees	TOTAL FEES FOR THIS PERIOD			\$	0.00
Interest Charged	TOTAL INTEREST FOR THIS PERIOD			\$	0.00

## 2019 Totals Year-to-Date

TOTAL FEES CHARGED IN 2019	\$	0.00
TOTAL INTEREST CHARGED IN 2019	\$	0.00

## Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Current Billing Period: 31 days

TYPE OF BALANCE	ANNUAL PERCENTAGE RATE (APR)*	PROMO APR EXPIRATION DATE**	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	24.99% V	N/A	\$0.00	\$0.00
Cash Advances	26.99% V	N/A	\$0.00	\$0.00

V=Variable Rate

\* If your account is currently enrolled in a special program or is placed into one during the term of the offer, you will receive the benefit of the lower rate while the special program is in effect. This includes, if applicable, any lower rates as authorized under the Servicemembers Civil Relief Act.

\*\* This is the date your promotional rate expires and the remaining balance will be moved to your standard APR disclosed when you accepted the offer. Please note: Changing your payment due date may change your Promo APR Expiration Date.

\*\*\* For more information, please call us at 1-800-347-2683.

## Information For You



## Notice of Changes to Your Payment Address

As of your billing cycle in October, your payment address will change. The new address will be provided on the October billing statement. At the time of your change, you should update your online banking information with your bank to include this new address.

## Information For You ... Continued

### FICO® Credit Score Terms

Your FICO® Credit Score, key factors, and other credit information use the FICO® Score 8 model. They are based on data from TransUnion® and may be different from other credit scores and other credit information provided by different bureaus. This information is intended for and only provided to Primary account holders who have an available score. Your score, key factors and other credit information are available on Discover.com and cardmembers are also provided a score on statements. Customers will see up to a year of recent scores online. Discover and other lenders may use different inputs, such as FICO® Credit Scores, other credit scores and more information in credit decisions. This benefit may change or end in the future. FICO is a registered trademark of the Fair Isaac Corporation in the United States and other countries.

If you prefer not to receive your FICO® Credit Score just call us at 1-800-DISCOVER (1-800-347-2683). Please give us two billing cycles to process your request.

Discover Financial Services and Fair Isaac are not credit repair organizations as defined under federal or state law, including the Credit Repair Organizations Act. Discover Financial Services and Fair Isaac do not provide "credit repair" services or assistance regarding "rebuilding" or "improving" your credit record, credit history or credit rating.

### Availability of FICO® Credit Score

As an active cardmember, you may see your FICO® Credit Score on your monthly statement or online. Reasons why you may not see your FICO® Credit Score include: if you opt out; if you have key information that is mismatched or missing, as one example, an address change that has not been updated with Discover or TransUnion®; if your credit history is too new; if your account status is abandoned, bankrupt, fraud, lost or stolen, closed, revoked, or charged off; if you have a foreign address. Your FICO® Score is disclosed on statements when your statement is available. You may not receive a statement if you have no account activity such as no purchase transactions, fees, interest, or payments for approximately 30 days.

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## More from Discover

### Did you know that checking comes with cash back, too? Pinch me.

Your credit card isn't the only thing that earns you cash back. Now you can earn 1% cash back on up to \$3,000 in debit card purchases each month\* with Discover Cashback Debit. Visit DiscoverBank.com/Debit to learn more.

MWT Credit Card	Date	Description	Debits	Credits
CapOne Visa 9359	19-Sep-19	ExxonMobil	\$20.00	
CapOne Visa 9359	19-Sep-19	ExxonMobil	\$20.23	
CapOne Visa 9359	23-Sep-19	Castro Graphics	\$129.90	
Citi DC M/C 2396	23-Sep-19	H&G Welding	\$1,800.00	
CapOne Visa 9359	25-Sep-19	Whitener Enterprises	\$1,943.28	
AmEx 71007	27-Sep-19	RB Acutioneers - Util Truck	\$3,204.71	
Citi DC M/C 2396	2-Oct-19	Cortes World Truck Parts	\$102.53	
Citi DC M/C 2396	2-Oct-19	O'Reilly Auto Parts	\$30.25	
Citi DC M/C 2396	2-Oct-19	O'Reilly Auto Parts	\$8.60	
Citi DC M/C 2396	3-Oct-19	CRB Towing	\$715.05	
Citi DC M/C 2396	3-Oct-19	EDS	\$760.00	
Citi DC M/C 2396	3-Oct-19	O'Reilly Auto Parts	\$6.68	
Citi DC M/C 2396	3-Oct-19	Sunbelt Rentals	\$49.80	
Citi DC M/C 2396	3-Oct-19	Walmart	\$17.80	
Citi DC M/C 2396	6-Oct-19	Harbor Freight Tools	\$28.11	
CapOne Visa 9359	8-Oct-19	Cortes World Truck Parts	\$481.90	
Citi DC M/C 2396	8-Oct-19	Interest Pro-rated	\$157.20	
Citi DC M/C 2396	9-Oct-19	Walmart	\$12.93	
Citi DC M/C 2396	10-Oct-19	Cortes World Truck Parts	\$104.71	
Citi DC M/C 2396	10-Oct-19	O'Reilly Auto Parts	\$95.60	
Citi DC M/C 2396	10-Oct-19	Sunbelt Rentals	\$87.14	
Citi DC M/C 2396	10-Oct-19	Whitener Enterprises	\$59.02	
Citi DC M/C 2396	10-Oct-19	Whitener Enterprises	\$1,967.63	
Citi DC M/C 2396	14-Oct-19	ChecksForLess.com	\$70.40	
Citi DC M/C 2396	14-Oct-19	Cortes World Truck Parts	\$180.84	
Citi DC M/C 2396	15-Oct-19	Cortes World Truck Parts	\$102.44	
CapOne Visa 9359	17-Oct-19	Interest Pro-rated	\$8.53	
Citi DC M/C 2396	17-Oct-19	John S Pocock	\$3,000.00	
Citi DC M/C 2396	19-Oct-19	Harbor Freight Tools	\$259.79	
AmEx 71007	24-Oct-19	Payment - PRM Main Chase 6192		(\$500.00)
Citi DC M/C 2396	31-Oct-19	AutoZone	\$102.29	
Citi DC M/C 2396	31-Oct-19	Progressive Truck Insurance	\$3,000.00	
AmEx 71007	1-Nov-19	Cargo Container	\$1,483.97	
Citi DC M/C 2396	1-Nov-19	Imperial Wrecker	\$947.18	
Citi DC M/C 2396	5-Nov-19	Cortes World Truck Parts	\$764.40	
Citi DC M/C 2396	5-Nov-19	CRB Towing	\$1,005.21	
AmEx 71007	8-Nov-19	AMEX Interest Charge	\$58.63	
Citi DC M/C 2396	8-Nov-19	Interest Pro-rated	\$170.61	
CapOne Visa 9359	16-Nov-19	Interest Pro-rated	\$8.82	
AmEx 71007	22-Nov-19	Payment - PRM Equip Chase 0766		(\$500.00)
AmEx 71007	26-Nov-19	Truckman Part - T102 engine rebuild	\$770.33	
Barclay M/C 4408	5-Dec-19	Payment - PRM Equipment Acct		(\$105.00)
Chase Freedom Visa 7372	5-Dec-19	Payment - PRM Equipment Acct		(\$100.00)
Citi DC M/C 2396	5-Dec-19	Payment - PRM Equipment Acct		(\$350.00)
Citi DC M/C 2396	9-Dec-19	Interest Pro-rated	\$168.37	
AmEx 71007	10-Dec-19	AMEX Interest Charge	\$91.52	
CapOne Visa 9359	14-Dec-19	Payment - PRM Equipment Acct		(\$250.00)
AmEx 71007	17-Dec-19	Northern Tool - fuel meter	\$109.32	
AmEx 71007	17-Dec-19	Robidoux Inc - compressor vibration pads	\$19.38	
CapOne Visa 9359	17-Dec-19	Interest Pro-rated	\$7.71	
AmEx 71007	24-Dec-19	AutoZone	\$25.96	
AmEx 71007	2-Jan-20	Harbor Frieght - drill bits	\$24.89	
AmEx 71007	3-Jan-20	Harbor Freight	\$40.03	
AmEx 71007	3-Jan-20	Home Depot	\$8.03	
AmEx 71007	3-Jan-20	Payment - PRM Equipment Acct		(\$140.00)
Barclay M/C 4408	3-Jan-20	Payment - PRM Equipment Acct		(\$135.00)
Chase Freedom Visa 7372	3-Jan-20	Payment - PRM Equipment Acct		(\$100.00)
Citi DC M/C 2396	3-Jan-20	Payment - PRM Equipment Acct		(\$325.00)
AmEx 71007	6-Jan-20	VistaPrint - Biz Cards	\$36.80	

Citi DC M/C 2396	8-Jan-20	Interest Pro-rated	\$166.41	
CapOne Visa 9359	9-Jan-20	Payment - PRM Equipment Acct		(\$145.00)
AmEx 71007	10-Jan-20	AMEX Interest Charge	\$101.30	
AmEx 71007	15-Jan-20	Office Depot - QB Desktop Pro	\$216.49	
CapOne Visa 9359	17-Jan-20	Interest Pro-rated	\$7.48	
AmEx 71007	20-Jan-20	Home Depot	\$39.50	
AmEx 71007	21-Jan-20	Home Depot	\$31.45	
AmEx 71007	24-Jan-20	Home Depot	\$27.20	
AmEx 71007	1-Feb-20	Payment - PRM Equipment Acct		(\$155.00)
Chase Freedom Visa 7372	2-Feb-20	Payment - PRM Equipment Acct		(\$105.00)
Barclay M/C 4408	6-Feb-20	Payment - PRM Equipment Acct		(\$145.00)
Citi DC M/C 2396	6-Feb-20	Payment - PRM Equipment Acct		(\$321.00)
AmEx 71007	7-Feb-20	AMEX Interest Charge	\$97.85	
Citi DC M/C 2396	10-Feb-20	Interest Pro-rated	\$164.48	
CapOne Visa 9359	12-Feb-20	Payment - PRM Equipment Acct		(\$145.00)
CapOne Visa 9359	17-Feb-20	Interest Pro-rated	\$6.98	
AmEx 71007	28-Feb-20	Payment - PRM Equipment Acct		(\$155.00)
Barclay M/C 4408	28-Feb-20	Payment - PRM Equipment Acct		(\$145.00)
Citi DC M/C 2396	6-Mar-20	Payment - PRM Equipment Acct		(\$318.00)
Chase Freedom Visa 7372	7-Mar-20	Payment - PRM Equipment Acct		(\$105.00)
Citi DC M/C 2396	9-Mar-20	Interest Pro-rated	\$162.57	
AmEx 71007	10-Mar-20	AMEX Interest Charge	\$109.85	
CapOne Visa 9359	14-Mar-20	Payment - PRM Equipment Acct		(\$145.00)
CapOne Visa 9359	17-Mar-20	Interest Pro-rated	\$6.07	
AmEx 71007	2-Apr-20	Payment - PRM Equipment Acct		(\$163.00)
Barclay M/C 4408	2-Apr-20	Payment - PRM Equipment Acct		(\$136.00)
Chase Freedom Visa 7372	2-Apr-20	Payment - PRM Equipment Acct		(\$102.00)
Citi DC M/C 2396	2-Apr-20	Payment - PRM Equipment Acct		(\$471.08)
Citi DC M/C 2396	8-Apr-20	Interest Pro-rated	\$158.71	
AmEx 71007	9-Apr-20	AMEX Interest Charge	\$97.75	
CapOne Visa 9359	14-Apr-20	Payment - PRM Equipment Acct		(\$144.00)
CapOne Visa 9359	17-Apr-20	Interest Pro-rated	\$6.00	
CapOne Visa 9359	28-Apr-20	AutoZone	\$16.23	
CapOne Visa 9359	28-Apr-20	O'Reilly Auto Parts	\$16.25	
CapOne Visa 9359	1-May-20	Shell Station - PRM Diesel Fuel Account	\$203.10	
Citi DC M/C 2396	8-May-20	Interest Pro-rated	\$160.69	
AmEx 71007	10-May-20	AMEX Interest Charge	\$99.98	
CapOne Visa 9359	16-May-20	Interest Pro-rated	\$6.63	
CapOne Visa 9359	16-May-20	O'Day HW	\$27.56	
CapOne Visa 9359	16-May-20	O'Day HW		(\$12.11)
CapOne Visa 9359	25-May-20	O'Day HW		(\$8.87)
AmEx 71007	4-Jun-20	Payment - PRM Equipment Acct		(\$152.00)
Barclay M/C 4408	5-Jun-20	Payment - PRM Equipment Acct		(\$130.00)
CapOne Visa 9359	5-Jun-20	Tx SOS	\$4.11	
Citi DC M/C 2396	8-Jun-20	Interest Pro-rated	\$162.70	
AmEx 71007	9-Jun-20	AMEX Interest Charge	\$95.88	
CapOne Visa 9359	17-Jun-20	Interest Pro-rated	\$6.84	
CapOne Visa 9359	2-Jul-20	Tx SOS	\$5.14	
Citi DC M/C 2396	8-Jul-20	Interest Pro-rated	\$164.73	
AmEx 71007	10-Jul-20	AMEX Interest Charge	\$97.90	
CapOne Visa 9359	17-Jul-20	Interest Pro-rated	\$6.63	
CapOne Visa 9359	22-Jul-20	Tx SOS	\$1.03	
AmEx 71007	10-Aug-20	AMEX Interest Charge	\$97.04	
Citi DC M/C 2396	10-Aug-20	Interest Pro-rated	\$166.79	
CapOne Visa 9359	17-Aug-20	Interest Pro-rated	\$6.86	
Citi DC M/C 2396	8-Sep-20	Interest Pro-rated	\$168.88	
AmEx 71007	9-Sep-20	AMEX Interest Charge	\$92.99	
CapOne Visa 9359	17-Sep-20	Interest Pro-rated	\$6.86	
Citi DC M/C 2396	8-Oct-20	Interest Pro-rated	\$170.99	
AmEx 71007	9-Oct-20	AMEX Interest Charge	\$73.86	

CapOne Visa 9359	17-Oct-20	Interest Pro-rated	\$6.64	
Citi DC M/C 2396	9-Nov-20	Interest Pro-rated	\$173.12	
CapOne Visa 9359	19-Nov-20	Interest Pro-rated	\$7.30	
Citi DC M/C 2396	8-Dec-20	Interest Pro-rated	\$175.28	
CapOne Visa 9359	16-Dec-20	Tx SOS	\$1.03	
CapOne Visa 9359	19-Dec-20	Interest Pro-rated	\$6.86	
Citi DC M/C 2396	8-Jan-21	Interest Pro-rated	\$177.47	
CapOne Visa 9359	19-Jan-21	Interest Pro-rated	\$6.86	
Citi DC M/C 2396	8-Feb-21	Interest Pro-rated	\$179.69	
CapOne Visa 9359	17-Feb-21	Interest Pro-rated	\$6.20	
Citi DC M/C 2396	8-Mar-21	Interest Pro-rated	\$181.94	
CapOne Visa 9359	20-Mar-21	Interest Pro-rated	\$6.86	
Citi DC M/C 2396	8-Apr-21	Interest Pro-rated	\$184.21	
Citi DC M/C 2396	8-May-21	Interest Pro-rated	\$186.51	
			\$28,828.27	(\$5,708.06)
<b>Remaining PRM Debt</b>			\$23,120.21	
% Debt Remaining			80.20%	

Joyce W. Lindauer  
State Bar No. 21555700  
Joyce W. Lindauer Attorney, PLLC  
1412 Main Street, Suite 500  
Dallas, Texas 75202  
Telephone: (972) 503-4033  
Facsimile: (972) 503-4034  
ATTORNEY FOR DEBTOR

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<b>IN RE:</b>	§	
	§	
<b>PREFERRED READY-MIX LLC,</b>	§	<b>CASE NO. 21-33369</b>
	§	
<b>Debtor.</b>	§	<b>Chapter 11</b>

**AFFIDAVIT OF ROBERT FORAN**

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

On this day appeared Robert Foran, who, upon being duly sworn, did attest to the following:

1. My name is Robert Foran. I am over the age of 18 years, of sound mind, and am competent and otherwise qualified to make this Affidavit. I have personal knowledge of the matters stated herein and they are all true and correct to the best of my knowledge.

2. I am the President of the Debtor in this case and have sufficient knowledge of this case and the Creditors.

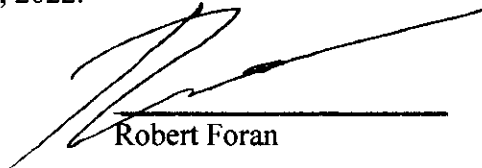
3. The Debtor objects to Proof of Claim No. 13 filed by Matthew Tyson as an unsecured claim. Debtor does not owe any amounts to Matthew Tyson as of the date of filing.

4. Matthew Tyson embezzled money from the Debtor by diverting funds from the Debtor's account into Matthew Tyson's personal bank account.

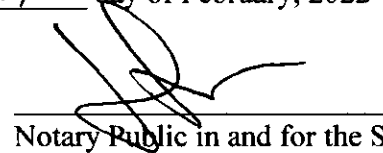
5. Matthew Tyson was removed as a member of Debtor entity due to breach of fiduciary duty, breaching verbal agreement or otherwise failing to carry out the obligations under the agreement.

6. Matthew Tyson's actions caused Debtor to suffered harm and pecuniary loss in excess of any amounts claimed are owed by Debtor to Matthew Tyson.

Executed this 21 day of February, 2022.

  
Robert Foran

Subscribed and sworn to before me on this 21<sup>st</sup> day of February, 2022

  
Notary Public in and for the State of Texas

My Commission Expires: 6/6/24

